



Procurement Department

2 Space Drive • Taylors, SC 29687-6072 • (864) 355-1279 • Fax (864) 355-1283

The School District of Greenville County

September 5, 2019

Invitation for Bid (IFB)

Repairs and Services for Vehicles and Heavy Equipment Invitation for Bid No. 119-66-9-25

The School District of Greenville County is issuing a “Competitive Fixed Price” solicitation for firms to submit SEALED BIDS to provide Repairs and Related Services for Vehicles (large and medium sized) and Heavy Equipment in accordance with the terms and conditions of this solicitation. Awards may be made to multiple bidders who meet the solicitation criteria.

Definition of Terms

The terms, “vendor”, “contractor”, “prime contractor”, “firm”, “offeror”, “proposer”, “responder”, “supplier” or “bidder” may be used interchangeably and refers to the entity offering a proposal. These terms are defined as including a legal business association of one (1) or more persons existing at the time of the proposal submission. The terms “bid”, “proposal”, “invitation” or “solicitation” may be used interchangeably. The term “Agreement” means any transaction or contractual arrangement contemplated or created as a result of, arising out of, or related to the solicitation and subsequent award. The terms, “The School District of Greenville County”, “Greenville County Schools”, “Customer”, “Owner”, “District”, “SDGC”, “GCSD”, “GCS”, “Board of Trustees” and “Board” may be used interchangeably and refers to the entity issuing the solicitation, receiving and reviewing the bid/proposal and issuing an award. The term “Day” or “Days” refers to calendar days, unless noted otherwise.

Solicitation Schedule

Inquiry Deadline: September 16, 2019, at 10:00 A.M. EDT

Bid Due Date/Time and Public Opening: September 25, 2019, at 10:00 A.M. EDT

Scope of Work

The scope of work and specifications were developed and approved by the District Operations and Maintenance Department. The requirements are listed in a later section of this document. Bidders shall not contact the District Maintenance Department regarding this solicitation.

The District has established a preset maximum fixed price per pumping service for these repairs and services that it shall pay to responsible and responsive bidders. The District shall be advised of, and may take advantage of, any bidder’s offered price structure that is equal-to or lower-than the preset maximum Fixed Price(s) designated in this solicitation. The District is not required to use any offered reduced pricing, but shall purchase in the District’s best interest. The maximum

Fixed Price(s) includes all costs to provide the services as noted in the “Program Specifications” section of this solicitation. The District shall **not** accept any undisclosed or hidden costs.

One or more vendors may be awarded a portion of any business resulting from this solicitation. An award(s) may be made encompassing all of the bid responses or portions of the bid responses, whichever is in the best interest of the District. The award(s) shall consist minimally of the scope of work and specifications of this solicitation.

After award, bidders not responding to the initial Fixed Price solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the District’s original Fixed Price Bid as authorized by the solicitation.

The failure of a specific offeror to receive business, once it has been added to the awarded vendors list, shall not be grounds for contract controversy.

Price per Service Call

The District will pay up to the maximum established fixed prices for Repairs and Services as noted in the schedule below:

<u>Line Item No.</u>	<u>Description</u>	<u>Maximum Fixed Price</u>
1.	Large Vehicle Service Charge	\$ 112.00 per Labor Hour
2.	Medium Vehicle Service Charge	\$ 112.00 per Labor Hour
3.	Heavy Equipment Service Charge	\$ 112.00 per Labor Hour
4.	Roundtrip Charge	\$ 45.00 per Roundtrip

Purchases from Other Sources

The District reserves the right to solicit separately any unusual requirements or large quantities of the services or items specified in this solicitation; otherwise, it is mandatory that all locations procure their requirements for the goods and services during the contract term from the awarded bidder(s), provided. However, if a location is offered goods and services at a price that is at least ten percent (10%) less than the term contract prices for the same goods or services, it may purchase from the vendor offering the lower price after first offering the vendor holding the contract the option to meet the lower price. If the vendor holding the contract meets the lower price, then the location must purchase from the contract vendor.

Evaluation Factors

Bids will be evaluated by District Administration and Maintenance Staff based upon the evaluation factors noted below. Bidders shall address the following main areas of interest in their responses to be evaluated properly.

To determine responsiveness, selection will be based upon the following criteria in order of importance as listed below. The bidder(s) deemed by the District as responsive and who meets

the solicitation criteria may receive an award if all other terms and conditions are acceptable to the District and if in the District's best interest.

1 - The bidder's ability to provide a reliable supply source of the specified services as listed in this solicitation,

2 - The bidder's willingness and ability to comply with all solicitation specifications, and

3 - The bidder's successful Repair and Service for Vehicles and Heavy Equipment experiences as evidenced by professional references, and all applicable licenses and certifications

The District retains the right to visit and inspect the vendor's listed business location(s) and to inspect the vendor's equipment. The District reserves the right to contact any or all professional references and discuss the bidder's past and/or present performance. The District reserves the right to utilize all data collected from professional references, business site visits, and equipment inspections to evaluate the contractor's responsibility and/or capability.

The evaluators may request written or oral clarifications of any offer received; however, the District may, at its sole discretion, refuse to accept in full or partially the response to a clarification request given by any vendor. Vendors are cautioned that the evaluators are not required to request clarification. The District reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the District.

District Schedule

For information on the District calendar, interested parties may refer to the District website www.greenville.k12.sc.us.

Inquiries

All inquiries/comments shall be submitted **in writing** to Ms. Patricia J. Phillips, Senior Buyer, 2 Space Drive, Taylors, South Carolina 29687, and to Mrs. Tonya Stroud, Buyer, no later than September 16, 2019, at 10:00 A.M. EDT. Firms may email questions/comments to pPhillip@greenville.k12.sc.us and to tstroud@greenville.k12.sc.us. Verbal inquiries and comments will not be addressed at any time.

After the Inquiry Deadline, prospective bidders will be notified by an addendum of any changes, additional information or clarifications to the solicitation, approved products lists, project design and/or specifications, or other information. Questions and comments received after the Inquiry Deadline will not be addressed.

Alternate Services/Products (if applicable)

Concerning the submission of requests for approval of alternate services/products or brands, the same Inquiry Deadline applies. Each request for approval of alternate services/products shall include sufficient documentation for the District to evaluate the request. The District is not required to ask for additional technical data; therefore, anyone submitting such a request is advised to provide full technical information for the District's consideration.

Due care and diligence has been used in the preparation of the solicitation and specifications. The information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely upon the bidding entity. The District and its representatives will not be responsible for any errors or omissions in the specifications or the bidder's response nor for the failure on the part of the bidder to determine the full extent of the solicitation requirements and exposures.

Bidders may submit alternate service/product for consideration prior to the Inquiry Deadline; however, the District is not required to accept any alternate product or provide an explanation as to why an alternate product was not accepted. The District reserves the right to determine if minor deviations from the listed specifications are acceptable. The District reserves the exclusive right to determine what constitutes a deviation. A deviation is defined as change from the stated solicitation requirements that shall have little or no material effect upon the required equipment and/or service.

Requests for approval of alternate equipment, product, material, or service shall be submitted to the undersigned Procurement Officer prior to the Inquiry Deadline. Sufficient documentation and proof or apparent equivalency shall be provided to the Procurement Officer in order for the District to make a determination of acceptability.

The District reserves the exclusive right to determine the relative quality and acceptability of any proposed equipment, product, material, or service when compared to the solicitation specifications. The District reserves the right to determine the acceptability of any proposed alternative service/product not requested in the invitation.

Bidders shall furnish any other information the bidder deems important for District review. The District is not required to accept any submitted, non-pertinent documentation. When applicable, the bidder shall provide other information for any product/service that is bid. Pertinent information shall be provided with the bid so that the District may evaluate the bid properly.

Important Note: During the solicitation and evaluation process inquiries or contacts made to District employees outside of the District Procurement Department may cause the associated firm's bid to be deemed non-responsive.

Licensing (When Applicable)

The Prime Contractor and any Subcontractors shall be licensed in full accordance with the provisions of Section 40-11-10 through 40-11-340 of the Code of Laws of South Carolina, 1976, as amended.

Bid Evaluation Information

Bids will be reviewed for the purpose of determining responsiveness and bidder responsibility. Any bid that does not meet the salient requirements of the solicitation will be deemed non-responsive. The submission of a bid does not necessarily qualify the bidder as responsible, nor does the submission of a bid qualify the bid as responsive.

Award

An award may be made to all responsible bidders whose responsive bid response meets the requirements and evaluation factors of the IFB. The District reserves the right to award the program as one (1) lot. The District may conduct discussions with apparently responsive firms to assure a full understanding of the requirements of the IFB and the clarification of any bid.

An award resulting from this IFB will be for a one (1) year period with the option to renew each year for each one-year period if agreed to by the successful bidder and the District. The total program may be in effect for no more than five (5) years, unless terminated by the District. The agreement shall be reviewed annually for the possibility of continuation. The award may be made to one or more bidders depending on the best interests of the District. The initial contract period will commence on the date of the Intent to Award and be in effect until October 31, 2020, and will be reviewed and possibly renewed on August 1st on each subsequent contract year.

Any requests for price increases after an award shall be submitted in writing with supporting documentation to the Procurement Director for review and approval. Any request for an increase in price must be submitted in writing by the Contractor not less than ninety (90) days prior to the new contract period. Any increases in price shall not exceed the increase in the Consumer Price Index of Urban Consumers for the South Region (CPI-U) for the previously reported annual period or three percent (3%), whichever is less at the time of renewal. The District reserves the right to require supporting documentation from a disinterested third party related to increases in costs for the service(s) and/or product(s) in question. The District shall determine the adequacy and acceptability of submitted documentation and requests for price increases.

The District reserves the right to determine if minor deviations from the solicitation requirements and/or specifications are acceptable. The District reserves the exclusive right to determine what constitutes a deviation. The District reserves the exclusive right to determine the relative quality and acceptability of any proposed product, material or service when compared to the solicitation specifications.

The initial period of performance begins after issuance of a Purchase Order.

The award statement will be posted in the Procurement Department, 2 Space Drive, Taylors, South Carolina. The public may review this statement during regular office hours. Interested parties may call the Procurement Department at (864) 355-1279 to determine if an award has been posted. It is the responsibility of the Bidder to physically confirm such posting. Bidders may have the right to protest this solicitation or its subsequent award in accordance with Article XIV of the District's Procurement Code. Should a protest period end on a day that the District is not open, the protestor may file by 5:00 P.M. EDT the following full day that the District is open for business.

Interest parties are responsible for physically confirming the posting of any Intent to Award document.

Bid Form

Enclosed is the official Bid Form to be used in submitting a bid. Only this Bid Form is to be used; no other Bid Form is acceptable. Indicate the bidding firm's name on each page of the Bid

Form and have each page signed and dated by a person authorized to do so. Do not change the Bid Form or insert a different unit of measure or unit of pricing. Bidders must complete the Bid Form or insert the letters “N/A” if the bidder chooses not to submit a price. Failure to complete the form may cause the bidder to be determined non-responsive. The Bid Form must be completed by the bidder in order to be considered for an award.

NOTE: Bidders that alter the Bid Form are qualifying the bid response and are subject to disqualification. A cover letter on the bidder’s corporate stationery should include any information the bidder determines to be important to the evaluation of the bid.

After bids are recorded and the Intent to Award is issued, no additional costs will be considered. Hidden or undisclosed costs will not be accepted.

Insurance

Please include a copy of the bidder’s certificate of liability insurance and Workman’s Compensation *in the sealed bid package* with the bid.

Bid Security

None required.

Performance and Payment Bonds

None required.

Contract Termination for Cause

The District reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) calendar day notice, when in the best interest of the District. Termination of any contract by the District for cause, non-performance, default or negligence on the part of the successful bidder shall be a retained right. Termination costs levied against the District shall not apply and the thirty (30) calendar day termination notice requirement shall be waived. The default provisions shall apply when a contract is terminated for cause.

The District reserves the right to terminate the continuation of any agreement, service or award resulting from this solicitation when funding has not been appropriated. The District does not anticipate canceling a contract; however, it shall reserve the right to act in the best interest of the District and its constituents.

Bidder’s/Contractor’s Relationship with the District

The successful bidder shall be independent of the District. None of the bidder’s employees shall be deemed for any purpose to be employees, agents, or servants of the District, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the contractor to third parties shall bind the District. The contractor shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The District shall have no liability of any sort for the contractor’s employees.

The successful bidder shall be responsible for any loss or damage to property (in the sole opinion of the District) owned by the District and in the bidder's possession or control. No portion of this contract shall be subleased, assigned, transferred or conveyed without written approval from a Procurement Officer of the District prior to or after issuance of the Intent to Award. The District will NOT provide office space, utilities, and operating expenses, including telephone, copier, fax, and/or postage expenses.

IMPORTANT - Agreement

The District shall not accept, enter into or sign any proposed agreement(s), document(s), offer(s), contract(s), leases(s) and/or provision(s) that materially conflicts with the District's General Terms and Conditions, the requirements of this solicitation or which are determined not to be in the best interest of the District.

This solicitation and the District's General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded proposer. The terms of the agreement between the District and the successful proposer shall comply with the requirements contained in this solicitation and the District's General Terms and Conditions which are incorporated herein.

NOTE: Should the proposer require the District to sign any contract(s), any document(s) and/or any agreement(s), the proposer shall inquire in writing if the District would consider its proposed contract(s), document(s) and/or agreement(s) and shall provide such contract(s), document(s) and/or agreement(s) or other pertinent documents to the District's undersigned Procurement Officer prior to the Inquiry Deadline which is noted in the solicitation. Submittal of any document(s) does not mean acceptance of the document(s) and the information contained therein, by the District or that a proposer is considered by the District to be responsible and/or the subsequent proposal responsive.

Proposals that include agreements, terms, conditions, contracts and/or contract provisions which conflict with the District's General Terms and Conditions (attached) and/or which were not submitted prior to the Inquiry Deadline and/or were not approved by the District and/or conflict with the requirements of this solicitation, may be rejected by the District as non-responsive. The rights and authority to make such a determination is reserved solely to the Procurement Officers of the District's Procurement Department.

The District shall not accept any proposed agreement, contract, lease, terms and conditions or any other contractual document which may be included with the proposal that has not been previously submitted prior to the Inquiry Deadline or is referenced to be enforceable in the future. The District shall not accept any terms and conditions which would be prejudicial to other proposers and/or materially change the solicitation. Software licensing agreements are included in this requirement.

Interested firms are hereby given notice that a "Bid Response Certification" form is included within the solicitation and by signing the certification form, with no alterations allowed, the proposer agrees to be bound by the terms and conditions of the solicitation and by the District's General Terms and Conditions.

The School District of Greenville County's Procurement Code and Regulations govern and supersede any and all other documents, proposals and policies, whether stated or implied. Proposers may have the right to protest this solicitation or subsequent award in accordance with Article XIV of the District's Procurement Code.

Interested firms or individuals that submit a proposal that contradicts this solicitation and which is not in compliance with the requirements of this solicitation, including the District's General Terms and Conditions, acknowledge and understand that, by doing so, its proposal may be deemed non-responsive by the District. Potential proposers that cannot agree to the above conditions should not expect to have a proposal considered for an award.

DEFAULT

IN CASE OF DEFAULT BY THE BIDDER/CONTRACTOR, THE DISTRICT RESERVES THE RIGHT TO PURCHASE ANY OR ALL SERVICES/MATERIAL IN DEFAULT IN THE OPEN MARKET, CHARGING THE BIDDER/CONTRACTOR WITH ANY ADDITIONAL COSTS. THE BIDDER/CONTRACTOR THAT IS DETERMINED TO BE IN DEFAULT SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER/CONTRACTOR UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

Please mark the SEALED envelope containing the bid as follows:

Sealed Bid Enclosed

Repairs and Services for Vehicles (Large and Medium) and Heavy Equipment
IFB No. 119-66-9-25

Mail or hand-deliver the bid to:

The School District of Greenville County
2 Space Drive
Taylors, South Carolina 29687
Attn: Procurement Department

Solicitation Conditions

The official time due time for a solicitation response is maintained according to the Time/Date Stamp located **in** the SDGC Procurement Department. All solicitation responses shall be received in The School District of Greenville County Procurement Department, 2 Space Drive, Taylors, South Carolina 29687, no later than the time specified in this solicitation. Solicitation responses shall be in the physical possession of a Procurement Department employee prior to the due time or the solicitation response shall be determined to be late once the due time has occurred.

NOTE: Bidders are responsible for physically handing the bid to a Procurement Department employee prior to the bid due time/date. Do not hold the bid until the recording meeting begins. Do not deliver the bid to any other location.

Responses that are in another SDGC location, room, department or other area at the solicitation due time other than the Procurement Department shall not be accepted. If there is doubt as to the location of the Procurement Department, individuals may contact the District for directions. The District is not responsible for the bidder's or its representative's interpretation of any directions provided. The District is not responsible for traffic, parking availability, road closures, delivery services or weather conditions.

NOTE: Bids received or date stamped after the due time shall not be accepted. Faxed or emailed bids shall not be accepted.

The School District of Greenville County assumes no responsibility for the delivery of any solicitation, addendum, solicitation response or any other correspondence by the U.S. Postal Service, a delivery service, electronic transmission, facsimile or any other method. Faxed or emailed bids shall not be accepted.

NOTE: BIDS RECEIVED OR DATE STAMPED AFTER THE BID OPENING TIME SHALL NOT BE ACCEPTED OR CONSIDERED.

Attendance at the public recording is not required in order to have a bid evaluated.

Bid prices must remain in effect for thirty (30) calendar days from the bid due date for evaluation purposes. Bid prices submitted shall be inclusive of all costs that the bidder expects the District to pay. This is a turnkey project. The bidder's prices bid shall include all materials, labor, equipment, tools, taxes, consumables and other costs required to complete the project.

Respondents must clearly mark the words "**Confidential**" or "**Protected**" next to each section of the bid that the bidder considers to be proprietary or believes to contain confidential information. In no manner or situation will pricing be considered confidential. The District shall have the sole, exclusive right to determine whether such confidential notations are valid and subject to public release. Entire documents should not be marked as "confidential" or "protected".

By submitting a solicitation response, the bidder acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other pertinent policy.

The School District of Greenville County reserves the right to reject any or all bids or portions of bids and to waive any informalities or technicalities so as to purchase in the best interest of the District.

Responsibility of the bidder shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity to meet the terms of the contracts and based upon a past record of performance for similar contracts. The failure of a bidder to supply information promptly to the District in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. Failure to provide requested information may result in rejection of a solicitation response and/or suspension and/or debarment of the bidder.

The District shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by a District Procurement official.

Jurisdiction

The District is not an agency of the state and is not governed by the South Carolina Consolidated Procurement Code and Regulations. The District is governed by its own Procurement Code and Regulations.

Indemnity

NOTE: The bidder agrees to indemnify and hold harmless the District and the District's members, officers, employees, representatives, servants and agents, from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from the awarded bidder's actions or omissions relating to this Agreement, or arising out of the bidder's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by the bidder.

The District shall not indemnify and/or hold harmless any entity or its representatives as this action is not statutorily allowed by South Carolina law.

Alcoholic Beverages, Illicit Drugs, Smoking, and Weapons

The successful contractor shall not permit its personnel, representative, or any subcontractor or delivery personnel to possess upon District property or within any vehicle transporting students and staff, any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. Alcoholic beverages, illicit/non-prescribed drugs, tobacco products, and weapons are not allowed on District property at any time. Any contractor's or subcontractor's related actions involving prohibited items or behavior or possession of, any of the aforementioned items while on District property may cause a cancellation of any award/agreement, at no cost to the District. Criminal charges may apply. Personnel who appear to be under the influence of any substance shall not be allowed to transport or come into contact with students or enter or remain on District property.

Bidder Opportunity

The successful bidder shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Bidding firms shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin or physical disability. Bidders should provide information regarding the use of minority subcontractors if applicable or if requested by the District. Assistance to small, minority and

disadvantaged firms and individuals is available in accordance with the District's Minority Business Enterprise Utilization Plan which is available by contacting the Procurement Officer.

IMPORTANT: Student and Staff Safety

The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded Scope of Work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted on a monthly basis or more frequently or as required by the District.

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or other statute or any other states' statutes and persons who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-1-60; are prohibited from entering any of The School District of Greenville County schools at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

While performing under this solicitation and subsequent award, a firm/individual/supplier who delivers material and/or a service to a District site at the direction of a contractor and/or a subcontractor shall be considered under the supervision of the contractor and/or subcontractor and shall be in compliance with this requirement. Contractor's and subcontractor's employees are not to interact with students at any time. Contractor's and subcontractor's employees are not to be in areas where students are present or may be present without prior authorization from the school's principal or designee.

The District may in its sole discretion terminate any existing contract for the failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of the successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/Sex Offender status on automated equipment at each school or site.

Iran Divestment Act

A person or business that is identified on a list created pursuant to S. C. Section 11-57-310, as a person or business engaging in investment activities in Iran as described in Section 11-57-300,

shall be ineligible to contract with the District or any political subdivision of South Carolina and any contract entered into with the District or a political subdivision of this State shall be void ab initio. Persons and businesses shall certify by their signature on the bid/proposal that the person or business contracting with the District is not listed on or named therein on a list created pursuant to S.C. Section 11-57-310.

By submission of a bid or proposal, each person signing on behalf of any individual or business certifies and in the case of a joint bid or proposal, that each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the person's knowledge and belief that each person, business, bidder or proposer is not on the list created pursuant to S.C. Section 11-57-310. A person or business shall not be considered for award, nor shall any award be made where the condition set forth has not been complied with in accordance with S. C. Section 11-57-310; provided, that if in any case the person, business, bidder or proposer cannot make the foregoing certification, the person, business, bidder or proposer shall so state and shall furnish with the bid or proposal, a signed statement which sets forth in detail the reasons for non-compliance. The District may award a person or business that cannot make the certification pursuant to S.C. Section 11-57-310, on a case-by-case basis, if:

(1) the investment activities in Iran were made before the effective date of the Act, the investment activities in Iran have not been expanded or renewed after the effective date of the Act and the person or business has adopted, publicized and is implementing a formal plan to cease any and all investment activities in Iran and shall refrain from engaging in any new investments in Iran; or

(2) the District makes a determination that the goods or services are necessary for the District to perform its functions and that absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be considered a public document subject to S.C. Section 11-35-410. Persons and businesses shall be responsible for reading and complying with South Carolina Code of Laws, TITLE 11, CHAPTER 57, ARTICLE 1-The Iran Divestment Act.

South Carolina Illegal Immigration Reform Act

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov).

Permits, Licenses and Taxes

The vendor shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that proposers contact the following to learn of any pertinent requirements or licenses:

1. The South Carolina Department of Labor, Licensing and Regulation (LLR)
2. The South Carolina Secretary of State's office (www.scsos.com)
3. The South Carolina Department of Revenue
4. The City of Greenville

The District shall not interpret the requirements of other public entities on behalf of the proposer.

Bidders shall obtain all necessary permits and licenses required by local, state and Federal law prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The bidder shall pay all excise taxes, retail taxes and other fees imposed. The bidder assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

Cooperative Purchasing (When Applicable)

The School District of Greenville County's Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit.

No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. This District is not bound by any other public entities' solicitation, award or other contract.

The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not The School District of Greenville County. The successful bidder/proposer shall hold harmless The School District of Greenville County, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit.

Prepayment

The District shall not approve or process any payment to the awarded firm or its subcontractor(s) prior to the service(s) being performed or project completion. Bidder requirements or requests for “up front”, partial payment or pre-payment shall not be authorized. Bidders or its representatives that require such conditions in the bid and/or file invoices or payment requests after an award, but prior to performance completion, shall have their contract cancelled with no penalty levied against the District.

Subcontracting

No portion of this contract shall be subleased, assigned, transferred, or conveyed without the expressed prior written approval from a SDGC Procurement Officer. Proposed subcontractors shall be identified in the bid.

While performing under this solicitation and subsequent award, a firm/individual/supplier who delivers material and/or service to a District site at the direction of a contractor and/or subcontractor shall be considered under the supervision of the contractor and/or subcontractor and shall be in compliance with all safety and security requirements. Unless required for the discharge of District-assigned duties, Contractor’s and subcontractor’s employees are not to interact with students at any time. Contractor’s and subcontractor’s employees are not to be in areas where students are present without prior authorization from the school’s principal or designees.

Procurement Card and ACH Processing (If applicable)

The District has the capability to pay the majority of vendor invoices with a District managed Procurement Card (P-Card) and/or an Automated Clearing House (ACH) processing method. The District reserves the right to request that the awarded vendor process invoice/payment transactions by use of the District P-Card or ACH processing method. Failure by the vendor to provide P-Card and/or ACH transaction processing capabilities shall not be grounds for rejection of a proposal nor shall it create a contract controversy. **Any discounts offered by the vendor as the result of the District’s use of the P-Card or ACH processing should be noted in the solicitation response on a separate page entitled Procurement Card and ACH Processing Capability.**

Use of District Name

The awarded bidder shall not use the name of the District in advertising or in seeking or joining into contracts with suppliers, customers, or for any other manner. The bidder shall make all of its contracts in its own name and the awarded firm shall be responsible for its financial obligations and contracts, not the District.

Postponements

A bid opening or a pre-bid conference shall be postponed if the District’s Procurement Department is closed for any of the following reasons: 1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or 2) Emergency or unanticipated events that interrupt normal District or Procurement operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full and complete District business day after the published date. A full and complete District business day does not include a day starting after an announced opening delay or a closure. Delays and closures will not be posted on

the Procurement website. District employees will not be on-site if there is a delay or closure. Bidders should consult the District's INFOLine (864-355-3100) or local media regarding closures.

Educational Technology Services Requirement

The following requirement has been prepared by the District's Education Technology Services (ETS) department and is enforceable when applicable:

"For all COTS (commercial off-the-shelf applications), the Offeror shall submit security audit documentation which meets State and Federal law along with applicable regulatory standards including, but not limited to: the South Carolina Public Records Act, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Pupil Privacy Rights Act (PPRA), Individuals with Disabilities Education Act (IDEA), Gramm-Leach Bliley Act (GLBA), and Payment Card Industry Data Security Standard (PCI-DSS). Applications must also meet or exceed verifiable Greenville County School District security review and security application testing specifications, including, but not limited to: Open Web Application Security Project (OWASP), The Web Application Security Consortium (WASC), and United States Computer Emergency Readiness Team (US-CERT) National Vulnerability Database (NVD) as part of the Request for Proposal or Invitation for Bid submission."

End of ETS Section

If not submitting a bid, please submit a "NO BID" letter indicating the reason for not doing so. Failure to respond with either a bid or a "No Bid" letter may result in removal of the bidder's name from the active bidders' list.

The District appreciates each firm's interest in this program.

Patricia J. Phillips
Senior Buyer

Enclosures:	Program Specifications	(8 pages)
	Bid Form	(4 pages)
	Attachment "A"	(2 pages)
	General Terms and Conditions	(10 pages)

Copies:	Eston Skinner, Director of Procurement
	Dicky McCuen, Director of Operations and Maintenance
	Todd Evatt, Coordinator, Maintenance

Repairs and Services for Vehicles and Heavy Equipment

Program Specifications for Maximum Fixed Price Contract

Invitation for Bid (IFB) No. 119-66-9-25

The School District of Greenville County

The Program Specifications for this maximum fixed price solicitation were developed and approved by the SDGC Maintenance Department.

I. General Terms

The successful Contractor(s) agree to provide all repairs and services to the satisfaction of the District Maintenance Department.

The successful Contractor(s) shall provide this program in compliance with all program specifications and requirements incorporated or referenced in this solicitation.

Each bidder will complete Attachment “A” and include this in its sealed bid package.

All of the Contractor’s employees or agents furnishing services to the District shall be deemed employees or agents solely of the Contractor and shall not be deemed for any purposes whatsoever employees of the District or agents acting on behalf of the District.

The Contractor shall perform all services as an independent supplier/contractor and shall discharge all liabilities as such. No acts performed or representations, whether oral or written, made by the Contractor with respect to third parties shall be binding on the District. The Contractor shall be solely responsible for the withholding and payment of all federal, state, and local personal taxes with respect to the Contractor’s employees, including contributions from them when required by law.

The Contractor shall save and hold harmless the District from any and all damages and claims that may arise by any reason of any negligence. The Contractor shall be responsible for any loss or damage to property owned by the District and in the Contractor’s possession or control. The Contractor shall be responsible for any loss or damage to property owned by the District, caused, in the opinion of the District, by the Contractor.

II. Scope of Work

On a scheduled or on an as-needed basis, an awarded firm may be asked to provide repair or service for large vehicles, medium vehicles, and/or heavy equipment at either its own shop or at various District sites in accordance.

Examples of large vehicles and heavy equipment which may require service under this contract are as follows:

Back Hoes,
Buses,
Bucket Trucks,
Dump Trucks,
Large Tractors,
Etc.

An example of a medium vehicle which may require service under this contract is a Freightliner Sprinter van.

III. Pricing – District’s Established Maximum Fixed Price Structure

The prices indicated on the Bid Form must be for services and repairs rendered at any location within the District, or in the contractor’s shop. District sites are located throughout Greenville County, South Carolina.

For service calls made to a District location, the District will pay a **trip fee**. The District will pay an awarded Contractor a **maximum trip fee** of forty-five dollars (\$45.00) for a roundtrip from its place of business to any location within The School District of Greenville County. This flat fee covers both the travel to the District location and any return travel to the contractor’s place of business, i.e. a roundtrip. This **maximum trip fee** is not based upon mileage or any other condition. The **trip fee** bid shall include all of a Contractor’s travel expenses. The District will *not* honor any additional charges for fuel, mileage, motel expenses, or meals.

The District will issue purchase orders for Services and/or Repairs as required. The District will not guarantee nor estimate quantities of any services or repairs which may be required.

Prices bid shall remain firm for the annual contract term.

Repair labor prices (as noted on page 1 of the Bid Form) cover the time Contractor personnel physically are 1) onsite at a District location working on an assigned District vehicle repair project, or 2) at the Contractor’s shop working on an assigned District vehicle repair project. Labor prices may *not* be billed separately to cover travel time, meal break time, or vacation time.

Repair labor prices bid do *not* cover time expended to provide the District with a pricing quotation or estimate.

The Contractor(s) will invoice the District for any and all waste disposal charges at the Contractor’s actual cost. Before the District pays a Contractor’s invoice, the Contractor may be required to provide the District with copies of waste disposal invoices substantiating any such charges. Any such invoices must contain information and detail sufficient for audit purposes.

Prices bid shall not contain South Carolina Sales Tax. The District will add South Carolina Sales Tax to individual purchase orders as applicable.

The District shall not honor any hidden or undisclosed charges or fees. The District shall not honor any minimum billing charges other than a one quarter (1/4) hour minimum charge for repair services. Furthermore, the District shall not consider any bid or solicitation response which requires a minimum billing charge or charges other than a one quarter (1/4) hour minimum charge for the repair services noted on the Bid Form. Note that all Contractor billings shall be formatted in one quarter (1/4) hour increments.

IV. Lead Time

The Contractor shall only respond to authorized District representatives' requests for service.

The Contractor shall coordinate with the appropriate District Maintenance Representative about the timely repair schedule and repair costs within twenty-four (24) hours of receiving a District vehicle for service at the Contractor's location. The District Maintenance Representative may determine the preferred mode of communication, which may be by telephone, text, or email.

A District service call for repairs at a District location shall be acknowledged by the Contractor within one (1) hour of the initial District contact/call. The Contractor shall communicate clearly and accurately to the District Maintenance Representative concerning the time of the service technician's anticipated arrival.

The District may require a Contractor to provide a written estimate, commitment and/or work schedule for any proposed or assigned project.

On occasion, the District may request a shorter lead time(s) for service. The ability to provide an immediate response may be a factor in selecting a particular awarded Contractor for a rush project.

V. Work Quality

The Contractor shall perform all work in a first-class manner and to the satisfaction of the School District of Greenville County inspectors. Upon completion of each project, the Contractor shall promptly remove all tools, equipment, and supplies from District property. The Contractor shall record accurately the supplies used and work performed. **The Contractor shall leave all work areas in a clean and tidy condition. The Contractor shall leave all equipment and systems ONLY in a fully operational condition.**

The Contractor shall return the vehicle key, if applicable, to the appropriate District personnel at the location before leaving the facility.

VI. Service Orders and Invoicing

The Contractor shall provide a **service order** for any work to a District vehicle. The service order shall be on the company letterhead and shall indicate the date of service and the name of service technician(s) performing the work.

An authorized District Maintenance Representative shall sign the service order when the work is completed to the satisfaction of the District. The only authorized District Maintenance Representative shall be the **District's Maintenance Coordinator or his designee(s)**. The District Maintenance Coordinator shall furnish the names of these authorized designee(s) to the Contractor. Note that the signature of any other District personnel would not be acceptable. The completed and signed service order (copy) shall be submitted as part of the billing to the District.

All repairs shall be made to the complete satisfaction of the authorized District Maintenance Representative.

Invoices for actual services rendered shall be issued by the Contractor. The District will not be responsible for payment of invoices not billed within sixty (60) calendar days of service date. Any costs associated with an un-invoiced event older than sixty (60) calendar days are not the responsibility of the District.

The Contractor shall provide the District with each invoice within thirty (30) calendar days of the date of service. Contractor shall note the District's Purchase Order number on each invoice. Contractor shall send all invoices in duplicate to the following address:

Attn: Maintenance Department
The School District of Greenville County
2 Space Drive
Taylors, South Carolina 29687

Each invoice shall contain, at a minimum, the following information:

- Purchase Order number,
- Details of vehicle serviced, including full Vehicle Identification Number (VIN),
- Service charges detailed by line item, including a description of the service or repair, and the actual number of service hours provided,
- Materials charges detailed by line item,
- Waste Disposal Charges (if applicable) by line item,
- Location where vehicle service occurred,
- Trip charge (if applicable),
- Date and time of vehicle service, and
- Total Charges.

Important Note: Invoices shall detail each charge by line item.

The District does not pay from invoices with incomplete information or from statements.

VII. Payment

The District's customary terms for payment of a problem-free invoice are net thirty (30) calendar days.

VIII. Subcontracting

No portion of this contract shall be subleased, assigned, transferred, subcontracted or conveyed without the express prior written approval of the SDGC Director of Maintenance and Operations, and a SDGC Procurement Official.

IX. Operational Matters

The District will *not* provide any Contractor with the use of District-owned equipment.

All facilities, equipment and services to be provided to support this program by the bidder shall be at the bidder's expense. The bidder shall maintain full and accurate records and accounts in connection with the operations required by this solicitation. All such records shall be retained by the awarded bidder for a period of five (5) calendar years from the date of award and may be audited by the District's designated representative at any time during regular working hours.

If at any time the Contractor or bidder is asked to attend a District meeting for clarification of billing or for the purpose of sales or estimating, the contracting or bidder firm shall do so at its own expense.

X. Contractor Requirements for the Execution of the Work

Permits, Licenses and Taxes: The Contractor shall, at its own expense, prior to an award and prior to commencing operations on behalf of the District, acquire all necessary permits, licenses and other approvals required by law to provide the required services. Interested parties may contact the South Carolina Secretary of State's office (www.scsos.com) and the City of Greenville to learn of any pertinent business requirements. The District shall not interpret the requirements on behalf of the bidder. The firm and/or presenting agent must be duly licensed to conduct business in The State of South Carolina and Greenville County. Each successful bidder shall meet all Federal, state and local statutes and other requirements prior to award of the project.

The Contractor shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the Contractor shall notify immediately the SDGC Procurement Officer of this fact.

The Contractor shall pay all excise taxes and other fees imposed. The bidder assumes full responsibility for payment of all Local, State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

The Contractor shall:

1. Be responsible for any damage of District property and grounds incurred, in the opinion of the District, by the Contractor. Any damage occurring to property or grounds by the Contractor shall be repaired by the Contractor and at the expense of the Contractor. The Contractor shall complete repairs to the complete satisfaction of the District.

The Contractor shall save and hold harmless the District from any and all damages and claims that may arise by any reason of any negligence. The Contractor shall be responsible for any loss or damage to property owned by the District and in the Contractor's possession or control. The Contractor shall be responsible for any loss or damage to property owned by the District, caused, in the opinion of the District, by the Contractor.

2. Ensure that no weapons are permitted on SDGC property.
3. Ensure that any records, personal equipment, or tools used in the performance of the work are not accessible to any person not associated with this contract. The Contractor shall take all reasonable steps to keep all information secure and shall immediately inform the District Procurement Officer of any lost or stolen data/information. The Contractor shall familiarize themselves with District security policies and adhere to such policies.
4. Be responsible for having its vehicle on District property. The District is not responsible for the Contractor getting his vehicle stuck on District property. The District is not responsible if the Contractor leaves his vehicle on District property. The District is not responsible for any damages to the Contractor's vehicle.

XI. Safety Requirements

Work safety is of utmost importance to the District. The safety of students and staff is paramount in the work area and surrounding areas. The Contractor shall ensure the safety of students and District staff during site visits and the discharge of duties. At no time shall the Contractor leave chemicals, tools, vehicles or equipment accessible to students or in a manner that is unsafe for students or school staff.

Anytime the Contractor visits a District location, the Contractor shall enter the school building by way of the main office, show business and photographic identification, and shall enter the names of service technician(s) on the visitor sign-in log/system at each school. Before leaving campus the Contractor shall sign out all personnel. The Contractor shall inform the school office staff of its presence and the purpose for the visit.

The Board of Trustees Policy for all District property is "Tobacco Free", "Drug Free", "Weapon Free" and "Profanity Free". No alcoholic beverages are permitted on school property. No smoking/tobacco use is allowed on school property. The Contractor and subcontractor(s) shall observe these policies.

The District shall *not* tolerate any fraternization with students by the Contractor.

The Contractor shall provide a Material Safety Data Sheet (MSDS) to each District location for all chemicals used at that site.

XII. Professional Conduct

The Contractor and any subcontractor shall execute all work in a professional, legal, and ethical fashion.

The Contractor shall act in accordance with acceptable standards of dress, conduct and decorum appropriate for jobsite visits at any location of The School District of Greenville County.

The Contractor shall not disclose private or confidential information acquired during the course of any District assignment.

The Contractor shall maintain professional detachment, impartiality, and objectivity in the discharge of all District duties.

XIII. Insurance

The Contractor shall procure at his own cost and expense and maintain and keep in full force during period specified herein, the following:

Insurance required shall be written for not less than any limits of liability specified in the Contract documents (listed below) or required by laws of South Carolina, whichever is greater.

Workman's Compensation Insurance – Statutory, required of all contractors regardless of number of employees.

Comprehensive General Liability shall include: (1) Contractor's liability, (2) Owner's and Contractor's liability, and (3) Contractual Liability, all having limits of not less than:

Bodily Injury	\$ 500,000 --- per occurrence
	\$1,000,000 --- aggregate

Property Damage	\$ 500,000 --- per occurrence
	\$ 500,000 --- aggregate

Comprehensive Automobile Liability shall include coverage for all owned, non-owned, and hired automotive equipment, all having limits of not less than:

Bodily Injury	\$ 500,000 --- per person
	\$1,000,000 --- per occurrence

Property Damage	\$ 200,000 --- per occurrence
-----------------	-------------------------------

Comprehensive Excess ("umbrella") coverage shall be provided in an amount of not less than \$1,000,000.

Important Note: Please include a copy of the bidder's certificate of liability insurance and Workman's Compensation in the sealed bid package.

If at any time during the contract term, the Contractor's insurance coverage lapses or fails to meet the insurance requirements detailed above, it is incumbent upon the Contractor to notify immediately the District Procurement Department in writing.

End of Program Specification Section

Bid Form

The School District of Greenville County

Repairs and Services for Vehicles and Heavy Equipment – Maximum Fixed Price

IFB No. 119-66-9-25

Please indicate the bidder's agreement to provide these services in accordance with the requirements of this solicitation. The Fixed Price cost is inclusive of **ALL** fees and any other proposed costs needed to provide the services.

All pricing shall be valid for vehicle and heavy equipment Service and Repair at any location in The School District of Greenville County or Greenville County, South Carolina. Do not include South Carolina Sales Tax in pricing. The District will add S.C. Sales Tax as applicable to purchase orders.

The District will pay up to the established hourly maximum fixed cost as noted on this Bid Form.

Item: Description	District's Established Hourly Maximum Fixed Cost	Bidder's Fixed Price
1. Large Vehicle Service Charge	\$ 112.00 / Hour	\$ _____ per labor hour
2. Medium Vehicle Service Charge	\$ 112.00 / Hour	\$ _____ per labor hour
3. Heavy Equipment Service Charge	\$ 112.00 / Hour	\$ _____ per labor hour
4. Roundtrip Charge	\$ 45.00 / Trip	\$ _____ per roundtrip

Firm Name _____

Authorized Signature _____

Printed Name / Title _____

Date _____

Bid Form
The School District of Greenville County
Repairs and Services for Vehicles and Heavy Equipment
IFB No. 119-66-9-25

Unit Pricing:

The undersigned proposes the following unit prices for additions to or deductions from the Contract Sum in the AGREEMENT. The Owner reserves the right to include, or not include, the following unit pricing (either individually or as a whole) in the AGREEMENT. Unit pricing shall include all costs for repair parts, components, equipment accessories, removal of packaging, fees, overhead, profit, etc.

Item: Description	District's Established Maximum Fixed Rate	Bidder's Fixed Rate
Markup for Vehicle and Heavy Equipment Repair Parts and Components	30 percent (%)	_____ % Markup

Before the District pays a Contractor's invoice, the Contractor may be required to provide the District with copies of invoices for the purchase of parts, components, or materials not included on the Bid Form. Any such invoices must contain information and detail sufficient for audit purposes.

Firm Name _____

Authorized Signature _____

Printed Name / Title _____

Date _____

Bid Form

**The School District of Greenville County
Repairs and Services for Vehicles and Heavy Equipment
IFB No. 119-66-9-25**

Bid Package Contents

(Check one per line.)

Completed Bid Form included in Bid Package? _____ Yes _____ No

Completed Attachment "A" included in Bid Package? _____ Yes _____ No

Certificate of Insurance included in Bid Package? _____ Yes _____ No

CERTIFICATION REGARDING DRUG-FREE AND TOBACCO FREE WOKPLACE

The undersigned certifies that the Contractor listed below will provide a "Drug Free Workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set for the Title 44, Chapter 107. The Board of Trustees Policy for all District property is "Tobacco Free" and "Drug Free". The undersigned certifies that the Contractor and sub-contractor(s) will observe the "Tobacco Free", "Drug Free", "Profanity Free", and "Weapon Free" workplace policy.

Bid Holding Time and Acceptance

The undersigned agrees that the Bid may not be revoked or withdrawn after the time established for the due time/date for bids, but shall remain valid for acceptance for a period of ninety (90) days following the bid due date.

Firm Name _____

Authorized Signature _____

Printed Name / Title _____

Date _____

Bid Form
The School District of Greenville County
Repairs and Services for Vehicles and Heavy Equipment
IFB No. 119-66-9-25

BID RESPONSE CERTIFICATION

As an authorized representative of the Bidder, I hereby certify that the costs and services stated in this bid are accurate and binding for not less than thirty (30) calendar days from the solicitation due date. All costs and charges are accurate and complete as stated in the bid are inclusive of all costs the District is expected to pay. If an award is not made within thirty (30) calendar days, it shall be incumbent upon the Bidder to notify the District, in writing, if it does not want its bid further considered. Failure to notify the District shall mean that the bid remains valid until an award is made or the solicitation is cancelled.

I further certify that the Bidder will deliver the service(s) and/or material(s) as required by the Invitation for Bid. No additional costs or payments to any entity, including the Bidder, shall be requested of the District due to any miscalculation, deficiency or other cause later discovered. The Terms and Conditions of the solicitation are accepted by the undersigned.

I certify that the Bidder has availed itself of every opportunity to understand the Invitation for Bid, the District's Procurement Code and Regulations, and other pertinent District policy.

By submission of a bid, I certify that the Bidder has read and understands all of the requirements and conditions of the solicitation and shall be bound by such without exception. Therefore, the undersigned respectfully submits the bid.

Company Name: _____

Mailing Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Telephone Number: _____

Email Address: _____

Attachment “A”
Repairs and Services for Vehicles and Heavy Equipment / IFB No. 119-66-9-25
For Informational Purposes Only

Bidder shall complete and sign Attachment “A”.

Bidder shall include Attachment “A” in the sealed bid envelope.

Firm or Individual: _____

Business Physical Address: _____

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Does this firm plan to subcontract out any portion of this work? ____ Yes ____ No

If answered in the affirmative (yes), please describe below the portion of the work that this firm proposes to subcontract:

Detail firm’s qualifications: _____

Detail firm’s approach to quality: _____

What percentage of this firm’s current business is Vehicle Service? _____ Percentage (%)

How many consecutive years has this firm been in this line of work? _____ Years

How many years has this firm maintained the business location noted above? _____ Years

How many service personnel are based at the business location noted? _____ Personnel

How many service vehicles are based at the business location noted? _____ Service Vehicles

Attachment "A" - Continued
Invitation for Bid No. 119-66-9-25

Firm Name: _____

References: Detail below a minimum of three (3) current or recent accounts, preferably educational or governmental, that your company is servicing or has serviced. Include the length of service, name, address, and current telephone number of the point of contact. References located in the southeastern region of the United States will be given preference.

A. Company: _____ **Contact:** _____

Telephone: (____) _____ Fax: (____) _____

Email Address: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ **Contact:** _____

Telephone: (____) _____ Fax: (____) _____

Email Address: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ **Contact:** _____

Telephone: (____) _____ Fax: (____) _____

Email Address: _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ **Contact:** _____

Telephone: (____) _____ Fax: (____) _____

Email Address: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of the all Attachment "A" information.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

GENERAL TERMS AND CONDITIONS

While effort has been made to separate substantive and procedural matters through the division of a solicitation or agreement into various parts, the distinctions between such categories are not always exact. Consequently, offerors are advised that all contents of a solicitation or agreement will constitute the substantive terms and conditions of the relationship, if any occurs, between the offeror and the District in accordance with this document.

DEFINITIONS

The terms, “vendor”, “contractor”, “prime contractor”, “contractor”, “firm”, “offeror”, “proposer”, “responder”, “supplier”, “entity” or “bidder” may be used interchangeably and refers to the entity offering a bid/proposal. These terms are defined as including a legal business association of one (1) or more persons existing at the time of the bid/proposal submission. The terms “solicitation”, “Invitation for Bid”, “Bid”, “Request for Proposal”, “Proposal”, “Quotation”, “Quote” may be used interchangeably and refers to the solicitation. The term “Agreement” means any transaction or contractual arrangement contemplated or created as a result of, arising out of, or relating to the solicitation and subsequent award. The terms, “The School District of Greenville County”, “Greenville County Schools”, “Customer”, “Owner”, “District”, “SDGC”, “GCSD”, “GCS”, “Board of Trustees” and “Board” may be used interchangeably and refers to the entity issuing the solicitation, receiving and reviewing the proposals and issuing an award. The term “Day” or “Days” refers to calendar days, unless noted otherwise.

GOVERNING LAW

The contractor or offeror shall comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to bid and/or conduct business in said State. By signing an Agreement or by offering a bid or proposal or agreement, contractor agrees to subject itself to the jurisdiction and process of the District’s Procurement Code and Regulations, the courts of the State of South Carolina or federal courts as to all matters and disputes arising or may arise under and in regard to the solicitation, Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

The solicitation and/or Agreement and any dispute, claim or controversy relating to the solicitation and/or Agreement shall, in all respects, be interpreted, construed, enforced and governed by and in accordance with the Procurement Code and Regulations of The School District of Greenville County and the laws of the State of South Carolina. All disputes, claims or controversies relating to the Agreement shall be resolved exclusively by the District’s Chief Procurement Officer or Purchasing Agent/Procurement Director in accordance with Article XIV of The School District of Greenville County’s Procurement Code or in the absence of jurisdiction, the Court of Common Pleas for, or a federal court located in, Greenville County, State of South Carolina. Contractor or offeror agrees that any act by the District regarding the solicitation and/or Agreement is not a waiver of either the District’s sovereign immunity or the District’s immunity under the Eleventh Amendment of the United States’ Constitution. As used in this paragraph, the term “Agreement” means any transaction, contract, understanding or agreement arising out of, relating to, or contemplated by the pertinent solicitation and/or agreement between the proposer and the District.

The District shall not accept, enter into or sign any proposed agreement(s), document(s), offer(s), contract(s), leases(s) and/or provision(s) that materially conflicts with the District’s General Terms and Conditions, the requirements of a solicitation or which are determined not to be in the best interest of the District.

The solicitation and the District’s General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded entity. The terms of the agreement between the District and the successful/awarded entity shall comply with the requirements contained in this solicitation and the District’s General Terms and Conditions.

CONTRACTUAL NEGOTIATIONS

Contract negotiations, if applicable, may be started at the District’s discretion, with the apparent successful offeror. If any points/issues exist that cannot be resolved, so that a final contract, to the mutual satisfaction of all parties, can be reached, negotiations may be initiated with the next qualified offeror. All contractual documents submitted will be subject to approval of the District.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

- (a) Any contract resulting from this solicitation shall include the following documents: (1) a Record of Negotiations, if any, executed by the vendor and the District, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as may be amended, (4) modifications, if any, to an offer, if accepted by the District, (5) the vendor’s offer, (6)

any statement reflecting the District's final acceptance (award), (7) purchase orders, and (8) any related contracts or agreements executed by the District and the proposer. These documents shall be read to be consistent and complimentary. Any document signed or otherwise agreed to by persons other than the Executive Director of Finance or a Procurement Officer shall be void and of no effect.

OFFEROR RESPONSIBILITY

The offeror is the entity that is proposing or offering to perform work or supply service(s) and/or material(s) to the District. Each offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this solicitation or agreement. The omission of an offeror to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such offeror of any obligation with respect to the proposal or to any contract resulting from a solicitation or agreement. Offerors are notified that failure to inspect, familiarize or otherwise gather information as to the total cost to the District will, in addition to any and all other remedies available, create cost difference liabilities and claims against the ultimately successful contractor. Offerors shall notify the District of all costs reasonably expected.

BID/PROPOSAL/AGREEMENT CONSTITUTES OFFER

By submitting a bid/proposal or agreement, the offeror agrees to be governed by the terms and conditions as set forth in the solicitation document or proposed agreement and the District Procurement Code and Regulations. Any bid or proposal response or proposed agreement containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such bid or proposal or agreement non-responsive. Any inconsistencies between the solicitation and any other contractual instrument shall be governed by the terms and conditions of the solicitation or proposed agreement, except where subsequent amendments to any contract resulting from the award are specifically agreed to in writing by the parties in order to supersede any such provisions of the solicitation or other contractual document.

SPECIFICATIONS MANDATORY

The offeror must meet all of the mandatory specifications and requirements set forth in the solicitation or proposed agreement. By incorporating said specifications into the offeror's response, subject to acceptance by the District of any amendments hereto as submitted by the offeror, the offeror is agreeing to comply with said solicitation specifications or agreement. Failure to provide mandatory evidence of capability will result in a low evaluation ranking of the offeror's bid/proposal. Items designated as evaluation factors will be evaluated and rated in accordance with the evaluation criteria, if applicable.

INQUIRIES

Every effort has been made to ensure that all information needed by an offeror is included herein. If an offeror finds that it cannot provide a response without additional information, it may submit written questions to the person designated herein on or before the deadline set forth in the solicitation. Questions shall not be accepted by the District after the specified date. All replies to questions will be in writing and contained within an addendum. When a question received by the District is found to be previously and sufficiently addressed in the solicitation, that question will be returned to the proposer with a reference to the part of the solicitation containing the answer. All questions and written replies will be distributed to all known interested firms and individuals via an addendum and will be regarded as a part and parcel of the solicitation.

AMENDMENTS OR ADDENDA

If it becomes necessary to revise any part of the solicitation or agreement, amendments in the form of an addendum will be provided in writing to all known, interested firms and individuals.

ALL AMENDMENTS TO AND INTERPRETATIONS OF A SOLICITATION SHALL BE IN WRITING. THE DISTRICT SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT, ADDENDUM, INFORMATION OR INTERPRETATION THAT IS NOT IN WRITING.

COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

If requested, interested firms and individuals must provide reference accounts where the services and/or equipment/material(s) offered were similar to the services and/or equipment/material(s) requested in the solicitation. The intent is to show company experience in receiving contracts for, and delivery of, goods and services similar to those proposed. Information should include the name, address, telephone number, and title of the person to contact for inquiry as to the proposer's experience and performance. Referenced accounts must not be company owned or an affiliate of the bidder or proposer.

The District reserves the right to consider historic information and facts about the bidder or proposer, whether gained from the submitted response, question and answer conferences, references or any other source, during the evaluation process.

SOLICITATIONS/AGREEMENTS SIGNED

All submittals shall be signed by a representative of the entity authorized to commit to the provisions of the submittal. Unsigned bids/proposals will be rejected unless an authorized representative is present at the bid/proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the contractor's bid/proposal. Any proposed and agreed upon contract shall be signed by an authorized representative of the offeror.

PUBLIC OPENING

All bids/proposals received in response to a solicitation will be recorded publicly at the time and place specified in the solicitation. The name of each offeror shall be announced, recorded and made available for scheduled public inspection.

POSTING OF AWARD

Solicitation awards shall be posted in the District's Procurement Department located at 2 Space Drive, Taylors, South Carolina. Awards may be viewed during normal business hours. The Procurement Department may be contacted to determine if a particular award has been posted.

RIGHT TO PROTEST

Any prospective bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the date of issuance of the Invitation for Bid/Request for Proposal or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the Posting Date as noted on the award document.

PROTEST RIGHTS -- The provisions of Article XIV Section A of the District Procurement Code shall not apply to contracts which are less than \$ 25,000 in total.

A protest shall be submitted in writing to the Purchasing Agent/Director of Procurement, The School District of Greenville County, 2 Space Drive, Taylors, South Carolina 29687 and shall set forth the grounds of the protest, evidence to support the protest and the relief requested with enough particularity to give notice of the issues to be decided.

It shall be agreed that the District may exercise its right to require a protest bond or irrevocable letter of credit from a protesting party when applicable.

CLARIFICATIONS

The District reserves the right, at any time after opening and prior to award, to request from any apparently responsible bidder or proposer, clarification(s) of the bid/proposal submitted to the District, address questions or to seek or provide other information regarding the offeror's submittal/response. This process may be used for such purposes as providing an opportunity for the offeror to clarify its bid/proposal in order to assure mutual understanding and to determine acceptability.

PURCHASE ORDERS

Contractor shall not perform any work prior to the receipt of a Purchase Order from the District. The District shall order any supplies or services to be furnished via a solicitation method by issuing a Purchase Order. Purchase Orders may be used to elect any options available pursuant to a solicitation; e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of the solicitation.

PATENT AND COPYRIGHT LIABILITY

If notified promptly in writing by the District of any actions (and all prior claims relating to such action) brought against the District, based on a claim that the District's use of the services or any products offered, including software, infringes a United States patent or copyright, the contractor will defend and indemnify the District in such action at its expense and will pay the costs and damages awarded in such action, provided that the contractor shall have sole control of the defense of any such action and all negotiation for its settlement or compromise. The District

shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the contractor without its written consent. If principles of government or public law are involved, the District may participate in the defense of any action. If, in the opinion of the contractor, the products furnished there under are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the contractor may, at its option and expense, (a) obtain the right for the District to continue to use such goods; or (b) substitute, with prior notice and District approval, for the alleged infringing products other equally suitable products that are satisfactory to the District; or (c) take back, with District approval, such products, provided however, that the contractor will not exercise option (c) until the contractor and the District have evaluated options (a) and (b). In such event, contractor will reimburse the District for the purchase price of any goods removed pursuant to option (c).

TAXES

Prices shall include all applicable taxes unless otherwise noted. The current tax rate in South Carolina is six percent (6%). In the event that the contractor fails to pay or delays in paying to any taxing authorities sums paid by the District to the contractor, the contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.

PRICE ADJUSTMENT

Any request for price increase must be submitted to the user location and the District's Procurement Department by the contractor at least sixty (60) calendar days prior to any proposed contract extension. The price increase will only become effective if agreed to in writing by the District's Procurement Department. The maximum increase shall not exceed three percent (3%) or the adjusted percent change from the previously reported period shown in the Producers Price Index (PPI), or in the Consumer Price Index for all urban consumers (CPI-U), whichever is less at the time of renewal.

TERMINATION BY DISTRICT

Termination for Non-appropriations:

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, or there is no further need for the equipment, material(s), service(s) and program products to satisfy the need for which same were acquired herein, then the District shall promptly notify the contractor of such occurrence, and this Agreement shall create no further obligation of the District as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the District of any kind whatsoever.

Subject to the provisions below, any contract resulting from this solicitation, or any portion thereof, may be terminated by the District providing a sixty (60) calendar day advance notice in writing is given to the contractor, unless the District agrees to a different notice period.

SUSPENSION BY DISTRICT

The District reserves the right to suspend Contractor's work, with or without cause, upon three (3) calendar day's written notice. If the suspension was not due to any default by Contractor, the District will reasonably and equitably adjust the amount(s) to be paid to Contractor when work is resumed.

TERMINATION BY CONTRACTOR

Requests for termination of a contract by the contractor must be received in writing by a District Procurement Officer at least sixty (60) calendar days prior to the requested contract termination date.

WAIVERS

No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default.

APPROVAL OF PUBLICITY RELEASES

The contractor shall not have the right to include the District's name in its published list of customers or use of the District or individual school logo without prior approval of the District. The contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District without the written consent of an authorized District official.

AFFIRMATIVE ACTION

The successful bidder shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Vendors shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin, or physical disability. Vendors should provide information regarding the use of minority subcontractors if applicable or if requested by the District. Assistance to minority and disadvantaged firms and individuals is available in accordance with the District's Minority Business Enterprise Utilization Plan. Vendors should contact the Procurement Department with questions regarding this plan.

BANKRUPTCY

(a) Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) calendar days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

INDEMNIFICATION

The School District of Greenville County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials or equipment furnished by the contractor or actions by the contractor, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the contractor.

The District shall not indemnify and/or hold harmless any proposing entity or its representatives as this action is not statutorily allowed by South Carolina law.

CONTRACTOR RESPONSIBILITY

The contractor alone will be held solely responsible to the District for performance of all contractor obligations under any contract resulting from the awarded solicitation.

The contractor warrants that services will be provided in a professional manner. The contractor shall be responsible for the full performance of any subcontractors and/or suppliers and the District shall rely solely upon said contractor for project compliance and proper contractual performance.

CONTRACTOR'S USE OF DISTRICT PROPERTY

Upon termination of the contract for any reason, the District shall have the right to possession of all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work. All District property and information is to be considered confidential in nature and shall not be disseminated or transferred without the District's written authorization.

IMPORTANT: Student and Staff Safety

The awarded entity shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the solicitation requirements/awarded Scope of Work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Paragraph 223-3-400 or other statute or any other states' statutes; are prohibited from entering any of The School District of Greenville County schools at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or have been charged with crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

While performing under this solicitation and subsequent award, a firm/individual/supplier who delivers material and/or a service to a District site at the direction of a contractor and/or a subcontractor shall be considered under the supervision of the contractor and/or subcontractor and shall be in compliance with this requirement. Contractor's and subcontractor's employees are not to interact with students at any time. Contractor's and subcontractor's employees are not to be in areas where students are present or may be present without prior authorization from the school's principal or designee.

Failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or any violation of this solicitation's requirements shall result in the immediate termination of any existing contract and no penalty or other costs shall be levied against the District.

NOTE: All personnel entering District property and/or having contact with students or staff on District property shall be subject to a South Carolina State Law Enforcement Division (SLED) background/criminal check/investigation prior to being allowed entry or the performance of any duties. All schools have automated equipment which allows instant verification of an individual's status.

IMMIGRATION REQUIREMENTS

By signing the bid or proposer, the bidder or proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the bidder and/or its subcontractors or sub-subcontractors; or (b) that the bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." The bidder agrees to include in any contracts with its subcontractors, language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) to include in the subcontractor's contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Permits, Licenses and Taxes

The bidder shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, shall acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that firms contact the following to learn of any pertinent requirements or licenses:

The South Carolina Secretary of State's office (www.scsos.com)
The South Carolina Department of Revenue
The South Carolina Department of Labor, Licensing and Regulation
The City of Greenville, South Carolina

The District shall not interpret the requirements of other public entities on behalf of the proposer.

Firms shall obtain all necessary permits and licenses required by local, state and Federal law prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The awarded entity shall pay all excise taxes, retail taxes and other fees imposed. The entity assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

By submitting a bid/proposal the bidder/proposer affirms that it shall possess and maintain all required license(s) prior to award and throughout the period of performance.

INSURANCE

Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their

respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from a solicitation and/or contract.

CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names the District as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

INDEMNIFICATION - THIRD PARTY CLAIMS

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow the Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow the Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with the Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

ASSIGNMENT

No solicitation response, contract or any of its provisions may be assigned, sublet, or transferred without the prior written consent of the District.

PAYMENT

The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District.

INTELLECTUAL PROPERTY INFRINGEMENT

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow the Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow the Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in the Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, the Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District. If neither (1) nor (2), above, is practical, the District may require that the Contractor remove the acquired item from the District, refund to the District any charge(s) paid by the District, and take all steps necessary to have the District released from any further liability. (c) The Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by the Contractor's compliance with specifications furnished by the District unless the Contractor knew or reasonably had prior knowledge or suspected its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by the Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to the Contractor and failed to identify such product to the Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

OWNERSHIP OF DATA & MATERIALS

All data, information, material and documentation either specially prepared by Contractor for the District or provided by the District pursuant to this solicitation shall belong exclusively to the District.

PRIVACY – WEB SERVICES

The offeror agrees that any information acquired by about individuals or businesses which are available to the offeror as a result of the performance of this solicitation award/contract shall not be retained beyond the end of the

term of the contracted project without the express written consent of the District. Such information shall not be sold, traded, or released in any form to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, the contractor shall provide written confirmation of compliance with this clause.

PROPRIETARY SOFTWARE (WHEN APPLICABLE)

Definition

Proprietary software is defined as data programs, non-custom written, non-made for hire software supplied by the contractor on a magnetic tape, disk, semiconductor device or other memory device; or system memory including hard wired logic instructions, microcode and documentation used to describe, maintain and use the programs.

License

The District is hereby granted a non-exclusive, fully paid perpetual license to use the contractor's proprietary software associated with the materials and/or hardware acquired, but only in conjunction with the material, equipment and/or service purchased pursuant to this Agreement.

Title

Title to any proprietary software, provided by the contractor to the District will remain with the contractor.

Trade Secrets

The District agrees that proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

Source Code

In the event the contractor, at any point during the continued installation and operation of the equipment herein acquired, discontinues the conduct of business, or for any reason fails to continue to support the proprietary software; the District will be provided a copy of the source code for said proprietary software, at no expense to the District.

Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the District shall be provided a copy of the source code for said software within thirty days at no expense to the District.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media. The proprietary source code shall be deposited into the escrow account within fifteen (15) calendar days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. The contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. The contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the District may not sell, assign lease, or otherwise provide said source code(s) to any other person, firm or entity, regardless of modification, without the express written consent of the contractor, its successors, and assigns.

CUSTOMIZED SOFTWARE

Definition

Customized software is defined as made-for-hire, custom written and customer specific computer programs developed for the District by the contractor or by employees or agents of the District on magnetic tape, disk, semiconductor device or their memory device or system memory including hard wired logic instructions, microcode;

and documentation used to describe, maintain and use the programs and any and all of the foregoing created in conjunction with this contract.

Title

Title to the customized software rests in the District as set forth herein. The contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the District all intellectual elements of the customized software including, but not limited to, developmental, work product, notes, object and source codes and any other items or material regardless of form which would aid the District in understanding, using, maintaining, and enhancing the pertinent customized software.

Software Tools

The contractor shall provide to the District, simultaneous with its initial installation and any subsequent enhancements, upgrades, modifications, “patches”, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the District may require to maintain or to enhance the customized software. The price for said tools and the cost to train District personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor’s cost bid/proposal submitted to the District in response to the solicitation.

ETHICS ACT

By submitting an offer, the vendor certifies that it is in compliance with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of a public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of a public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids/proposals – Section 8-13-1150.

Any questions regarding the aforementioned General Terms and Conditions shall be directed to The School District of Greenville County Procurement Department, 2 Space Drive, Taylors, South Carolina 29687, (864) 355-1279.
Rev. 2 17.